



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

The Tenant filed an Application for Dispute Resolution on March 22, 2024 to dispute the One Month Notice to End Tenancy for Cause (the “One-Month Notice”) served to them by their Landlord.

The Landlord filed their Application for Dispute Resolution on April 6, 2024 seeking an order of possession of the rental unit in line with the same One-Month Notice. The Landlord also seeks compensation for monetary loss/other money owed, authorization to utilize the security deposit for compensation, and recovery of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 7, 2024. In the conference call hearing, I explained the process and offered each party the opportunity to ask questions.

Both parties attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing. At the start of the hearing, each party confirmed they received the other’s Notice of Dispute Resolution Proceeding, and the other party’s evidence, in advance of the scheduled hearing as required.

Preliminary Matter – compensation to the Landlord

The *Residential Tenancy Branch Rules of Procedure* grant an arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. Rule 2.3 describes ‘related issues’, and Rule 6.2 provides that an arbitrator may refuse to consider unrelated issues. It states: “. . . if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hearing other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.”

The matter of urgency here is the possible end of this tenancy. I find the most important issue to determine is whether or not the tenancy is ending, based on the notice to end tenancy issued by the Landlord.

I dismiss the Landlord's application for compensation and dispensation of the security deposit, with leave to re-apply.

Issues to be Decided

- Is the One-Month Notice valid?
- If the One-Month Notice is valid, is the Landlord entitled to an Order of Possession of the rental unit?
- Is the Landlord eligible for recovery of the Application filing fee?

Background and Evidence

A copy of the tenancy agreement in place between the Landlord and the Tenant shows that the agreement started on February 1, 2024. The agreement shows the rent amount of \$2,950 per month.

In the hearing, the Landlord's assistant described the arrangement that was in place: they acted on the Landlord's behalf and would report back to the Landlord about the rental unit/tenancy. They described matters with the Tenant starting to escalate within the first couple of weeks of this tenancy.

The Tenant described how they would contact the assistant, who would then refer to the Landlord. This meant issues had no results, with no action from the Landlord on items of repair.

Both parties provided a copy of the One-Month Notice, signed by the Landlord on March 12, 2024. This gave the final end-of-tenancy date as April 30, 2024.

On page 2 of the document the Landlord indicated the following reasons:

- Tenant . . . has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord

The Landlord provided details on page 2:

1. To prepare for his arrive of new luxury car and jet skis total of \$250,000, [the Tenant], without my consent, unilaterally and hastily signed a contract exceeding my budget with a drywall company on February 11, 2024 and withheld the \$800 deposit I had given to the contractor. [The Tenant] then persistently pressured me to pay more for the garage renovation beyond the agreed budget.
2. On March 6, [the Tenant] disregarded my repeated warnings and falsely claimed ownership of the property to a locksmith, asking for replacing all door locks without authorization.
3. Despite a prior appointment made by my assistant for fireplace repairs, [the Tenant] independently arranged for repairs on March 6, leading to cancellation of our prior arrangement and providing a work order without a bill number, due amount, and contact information for resolution.
4. Despite a new appointment scheduled by my assistant, on March 8, [the Tenant] cancelled the book on March 11 and threatened the fireplace company, preventing their access to [the Tenant's] residence.
5. On March 8, [the Tenant] obstructed access to the downstairs rental unit's electrical panel and later physically blocked my assistant and her husband from leaving, causing a light injury of my assistant and psychological distress. We reported this incident to the police.
6. On March 9th, [the Tenant] falsely claimed [the Tenant] had obtained a no contact order on us in order to intimidate and prevent my assistant from accessing my property for work. We verified with the RCMP that [the Tenant] hadn't obtain such order at all.
7. From March 5 to March 11, [the Tenant] continuously threatened my assistant via text messages and email, impeding her from performing regular duties on my property without accompaniment by her husband.
8. Continuous emails and texts from March 5 to 12, aimed at interfering, threatening and extorting me, resulted in significant mental distress, prompting me to block his message contact.
9. On March 8 at 5:00am, [The Tenant] sent an email threatening me and my assistant with a knife, prompting us to report the incident to the police.
10. A subsequent email on March 11 at 12:37 pm reiterated knife threats, causing my assistant to cease duties due to safety concerns, and leave the property unattended.

The Landlord provided document evidence in this matter as follows:

1. [The Tenant] applied for my rental property using false information:

Showing the Tenant's rental application letter, wherein the Tenant disclosed they own their own home. The Landlord submits this information is not true. A court order for that property's sale is dated January 31, 2023.

2. [The Tenant's] appreciation for my house dramatically declined after signing the tenancy agreement:

Initially the Tenant described the Landlord's property as "beautiful" and "perfect", then by January 29 the Tenant was listing complaints, such as the condition of the garage.

3. [The Tenant] signed a garage fix contract without my permission for [the Tenant's] new car valued at \$250,000:

This shows a contract proposal signed by the Tenant on February 23rd, in excess of the budget the Landlord had for such a project. The Landlord did not know about this work prior to the day before the start of work. On March 4 via text to the Landlord, the Tenant advised they signed a contract for the garage repair for \$2,600. In the hearing, the Landlord described the Tenant forging ahead with repairs, instead of inquiring or requesting repairs (as in "taking it instead of asking for it").

In their response evidence, the Tenant provided the purported March 4 approval from the Landlord for the work. This also shows the Tenant's concern about the presence of mould, and the Landlord's instruction to stop the drywall work. In the hearing, the Tenant described making requests for repairs without adequate or timely responses.

4. [The Tenant] used threatening and offensive language in attempt to gaslight:

The Landlord "compromised and accepted" the garage repair contract, then the Tenant wanted a larger budget. This was a disagreement on \$2,500 versus \$2,600. By March 5 the Tenant asked for more money for the project, then proceeded with texts that messaged the Landlord about "a city inspector [who would] shut [the rental property] down" in regard to a plumbing leak the Tenant wanted repaired. Continuing messaging had the Tenant state: "you are crazy stupid" and "You're a slumlord." Moreover: "If I call city hall an inspector will say your basement is illegal and you never got a city permit to rent it out."

Further:

You're a slumlord who doesn't pay taxes on rental income, failure to let me access the panel I will have a city inspector shut this place down and you will forever pay taxes on rental income and be required to make necessary black mould repairs immediately

And:

Deal with me or deal with a city inspector who will deny entry to any tenant downstairs . . . you want a legal fight with me get ready to retroactively pay taxes on all your rental properties lol.

And:

I will easily call city hall and inspectors will inspect all your properties then they will inform federal government about taxable rental income, they you [sic] make you pay all rental income taxes retroactively to the day you bought every home, again it's not my wish to do this.

5. impersonating the homeowner to demand the locksmith to change locks:

By March 5th, the Tenant imposed a lock change for the lower rental unit, stating "It's your duty as a landlord to change locks when new tenants moving in." The Tenant required access to an electrical panel, and made all arrangements for a lock change, this was aside from the Landlord's assistant who made the arrangements.

The Landlord provided an email to them from the locksmith, who stated "[the Tenant] phoned in to make an urgent request for a site visit to open and rekey all the locks". And: "[the Tenant] claimed to be the homeowner." By March 5, the locksmith advised the Landlord that "[The Tenant] is claiming to be the owner and wanted us to open the downstairs suite and rekey that as well as the upstairs."

In their evidence filed in response, the Landlord set out their response to the Landlord on the issue, stating "It's a tenants right to have locks changed when they move in."

6. [the Tenant] constantly disrupted [the Landlord's assistant's] work during the fireplace repair:

The Landlord provided an email to them from their assistant, setting out their efforts at scheduling a fireplace technician for the rental unit. The Tenant allegedly had one tech attend, who condemned the rental unit due to a carbon monoxide issue. Then the Tenant contacted the Landlord's scheduled technician and threatened some legal action.

In their evidence, the Tenant provided their text message request to the Landlord of February 4, wherein they notified the Landlord of the issue. The Tenant also provided the record of the tech visit they scheduled independently from the Landlord, with that tech's report identifying the carbon monoxide presence. On billing the Tenant directly, the technician noted the Tenant themselves arranged for the service call "without [the Landlord's] knowledge or permission".

In the hearing, the Tenant described the Landlord misrepresenting that the fireplace was in working order at the start of the tenancy. They waited until the 6th week into this tenancy before acting on the need for repairs.

7. numerous accounts of [the Tenant's] severe commands, threats, insults, and extortions:

On March 6th, in response to the Landlord's request for the Tenant to mutually end the tenancy, the Tenant stated "I'm about to get city hall and Service Canada involved to audit your rental income for all your properties and have city inspectors check your homes out." In further dialogue on ending the tenancy, the Tenant requested \$10,000 to end the tenancy. On March 7, the Tenant stated that they would change the lock again at the Landlord's expense.

On March 5, the Tenant wanted the Landlord's tax receipts to show where the Landlord pays rental unit, and "you can't because you don't pay it." Also, the Tenant set out this would cost the Landlord "way more than [the Landlord] can imagine" and "[the federal government] will charge around 25% tax on every dollar you collect for rental income."

The Landlord provided a series of other text messages from the Tenant wherein the Tenant repeated their statements about the government auditing the Landlord's rental income, and local officials inspecting each property the Landlord owns.

On March 9, the Tenant stated they would obtain restraining orders against the Landlord's assistant and their spouse.

On March 11, the Tenant announced to the Landlord that they were suing the Landlord's assistants, as well as the Landlord for the same amount.

On March 10, the Tenant stated they would expose the Landlord to "public domain via newspapers and online websites". The Tenant in this message reiterated that "you are a person taking advantage of the laws of our country . . ."

8. "using speaker & body block [the Landlord's assistant] from leaving the rental unit":

The Landlord describes the Tenant, on March 8, preventing the Landlord's assistant from accessing the electrical panel. Further, they blocked the assistant from then leaving the rental unit, allegedly causing injury. The Landlord provided a video of an incident where the Tenant blocks the assistant's exit, recording the interaction on camera, and instructing the assistant to not enter the rental unit.

9. [the Tenant] falsely claimed a no-contact order and threatened [the Landlord's assistant] with a knife twice:

The Tenant's message to the Landlord set out the Tenant's explanation for their message to the Landlord's assistant prior to that incident involving the electrical panel, and the assistant being unable to leave. The Tenant stated to the Landlord that "I messaged them not to enter my front door also saying I would defend myself and my property and showed them a picture of a knife that I would use for self defence if [they] attempted to enter my front door."

On March 9 the Tenant advised the Landlord they had a no contact order in place against the Landlord's assistant.

On March 10, in an email to the Landlord, the assistant set out that they verified there was nothing about a no contact order on file with the RCMP. The assistant advised that at this stage they were unable to do their job as the Landlord's assistant, adding that the Tenant has caused the property to be on several contractors' "no service list."

In the hearing, the Tenant stated that they felt threatened by the assistant's upcoming visit to the rental unit to deal with the electrical panel.

10. "intense conflict and clashes with the downstairs tenant":

These records provided by the Landlord show the downstairs tenant's distress at the Tenant installing a camera. This was apparently without the Landlord's approval for installation. The downstairs tenant also set out the Tenant's labelling of their mother as a "thief and a liar". Any interaction the downstairs tenant has with the Tenant is recorded by the Tenant. There were a number of complaint letters to the Landlord from the downstairs tenant detailing specific incidents. On March 27, the Landlord requested to the Tenant that the Tenant remove the installed camera, met with the Tenant's refusal and assertion of their right to do so.

In their evidence, the Tenant provided their record dated March 29 wherein the asked for the Landlord's help in keeping the downstairs tenant away from the Tenant's installation procedure.

The downstairs tenant attended the hearing as a witness and described their experiences. This witness stated that the Tenant assaulted them, in addition to the name-calling and insults they were subjected to.

The Tenant recalled bringing the matter of a local bylaw to the downstairs tenant's attention when that tenant moved in. The Tenant denied assaulting the downstairs tenant.

11. other serious incidents

The Tenant acquired a new phone and resumed contact with the Landlord's assistance, which the Landlord deemed harassment. The fire department attended over the installation of a lock, at the Tenant's call. The police attended to investigate the Tenant's claims of harassment; the police advised the Tenant to end contact as of March 31.

A separate file with the RCMP was opened because of the Tenant's call about the Landlord dismantling the security cameras.

12. management rules and negotiated records for the front door entrance & foyer:

The Landlord and the Tenant disagreed about the Tenant's access to the front door and storage area at the rental property.

In their evidence, the Tenant provided their text message records of their understanding of the storage room/front door access. The changes brought by the Landlord selecting the available space would "result in another locksmith at [the Landlord's] cost."

Analysis

The *Act* s. 47(1) sets out the subsection that the Landlord indicated on the One-Month Notice as the reason for ending this tenancy.

In this matter, the onus is on the Landlord to prove they have cause to end the tenancy. The Landlord spoke to the reasons in their oral testimony, via the witness' attendance in the

hearing, and an abundance of documentary evidence in the form of the Tenant's text messages and emails.

I find the evidence of the Landlord is sufficient to establish that the actions of the Tenant unreasonably disturbed the Landlord. I find this constitutes adequate evidence to end the tenancy given the statements in the emails, in which the Tenant promises to notify tax authorities and local bylaw compliance in an effort to prompt the Landlord into some sort of action or acquiescence. This is the extreme opposite of what an agreement between a landlord and a tenant is meant to represent, with regard to each parties' rights and obligations. I find the Tenant was emphasizing severe consequences for the Landlord in repeated messages. This presented an unreasonable disturbance in their impact, and because they continued, amounting to significant interference with the Landlord in having to address the situation virtually on a day-to-day basis for repairs, access to the rental unit, and the Tenant's interaction with the downstairs tenant.

I find, categorically, that the Tenant's actions and messaging with the Landlord seeking to undertake repairs at the rental unit constitute interference. The Tenant's avenue for resolution on repairs was the bring the matter to the Residential Tenancy Branch; however, they engaged in a campaign of harassment with the Landlord, continuing threats of legal ramifications, misquoting landlord-tenant laws, and intimidating the Landlord's assistant. There is sound evidence that the Tenant's conduct towards the downstairs tenant was egregious and had a very negative impact on that person.

I find there is no question that the conduct of the Tenant in their messaging is the reason the Landlord seeks to end the tenancy. This is not a disagreement about repairs or the condition of the rental unit that remained unresolved. Rather, the Tenant engaged in a campaign of bullying and harassment with the Landlord, the Landlord's assistant, and the downstairs tenant who simply became wrapped up in the matter simply by living at the same property.

The messaging continued in its intensity and severity. I find the pinnacle of bad behaviour from the Tenant was their actions when the assistant visited the rental unit to inspect the electrical panel. Instead of accommodating and assisting, the Tenant waited in the darkened atmosphere with their phone recording the assistant. This was after the Tenant referred to their knife as being at the ready should the need arise which was perceived as a threat of physical harm.

This was not a single message in which the Tenant expressed frustration and dismay at communication from the Landlord. Rather, the messages continued, and I find they became

self-perpetuating: rather than serve as a means of communication between the parties, they led to angrier tone and content from the Tenant as they progressed.

The Tenant's statements were inflammatory and threatening. I find it reasonable that the Landlord was fearful of severe actions from the Tenant. I find this was a legitimate concern from the Landlord, such as the Tenant's messages constituted significant interference and unreasonable disturbance of another occupant (*i.e.*, the downstairs tenant) and the Landlord (*i.e.*, the Landlord and their assistant).

I conclude the Landlord had reasonable cause to end the tenancy. The Tenant brought no evidence or testimony in the hearing that outweighed that presented by the Landlord on their reasons. The evidence is simply overwhelming from the Landlord that the Tenant was intent on causing difficulty because their demands were not fulfilled to a satisfactory degree. There is no plausible explanation why the Tenant chose to communicate in this manner, which did not ease in length or severity, with no conciliatory statements or explanations.

In line with s. 47 I find the Tenant's actions were those which "significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property." The Landlord has provided sufficient evidence of the Tenant's statements and actions in continuing to send messages that caused legitimate, serious concern, to the scale where the Landlord is justified in seeking to end this tenancy.

I find the One-Month Notice issued by the Landlord on March 12, 2024 complies with the requirements for form and content set out in s. 52 of the *Act*.

The *Act* s. 55(1) sets out that if a tenant applied to dispute a landlord's notice to end tenancy and their application is dismissed or a landlord's notice is upheld, a landlord must be granted an order of possession if the notice complies with all the requirements of s. 52 of the *Act*. By this provision, I find that the Landlord here is entitled to an Order of Possession, effective in short order due to the severity of the Tenant's comments and behaviour to the Landlord and the downstairs tenant.

Conclusion

Under s. 55(1) of the *Act*, I grant the Order of Possession to the Landlord, effective **TWO DAYS AFTER THEY SERVE IT TO THE TENANT**. It is the Landlord who must serve this Order of Possession on the Tenant. Should the Tenant fail to comply with the Order of

Possession, the Landlord may file the Order of Possession with the Supreme Court of British Columbia where it will be enforced as an Order of that Court.

I dismiss the Landlord's claim for compensation, with leave to reapply.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 9, 2024

Residential Tenancy Branch